

FIRST CITIZENS BANK

P O Box 31727, Charlotte, North Carolina 28231 704-335-4000

December 14, 1990

17211
RECORDATION NO. FILED 1425
JAN 25 1991 -3 20 PM

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INTERSTATE COMMERCIAL BANK

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ICC
Twelfth & Constitution N.W.
Recordations Dept. Room 2303
Attention: Mildred Lee
Washington, D.C. 28423

INTERSTATE COMMERCIAL BANK

1-024A026
1-002A036

Re: 1947 Sante Fe "Vista Canyon"
Pullman Standard Railroad Sleeper Car
Amtrak #80054
Owner: Rory Powell Blake
3216 Chaucer Drive
Charlotte, North Carolina 28210

MOTOR OPERATING UNIT
JAN 25 1991

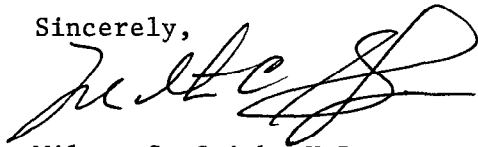
Dear Ms. Lee,

First Citizens Bank has taken a security interest in the above reference railroad car and request that you record our lien. Per your instructions enclosed are the following documents to support our lien.

1. Copy of offer to purchase
2. Copy of bill of sale
3. Copy of First Citizens Bank note and security agreement
4. Official Bank check in the amount of \$15.00 for recording fees

Please advise if you need additional information and I trust the bank will receive acknowledgement of recordation.

Sincerely,



Milton C. Smith, V.P.
704-335-4087

Enclosures

MCS/drl

MOTOR OPERATING UNIT
JAN 25 1991
3:12 PM '91

OFFER TO PURCHASE

Seller:

Edwin D. Jarvis
3410 Copper Breaks
San Antonio, Texas
70247-3050

Buyer:

Rory P. Blake
3216 Chaucer Dr.
Charlotte, N.C.
28210-4814

One stainless steel railroad passenger car, former Santa Fe, blunt end observation, sleeper lounge car, "Vista Canyon"

I agree to purchase the above discribed railroad car on the terms and conditions stated in the forgoing contract and do hereby approve, ratify and confirm said contract in all respects.

Signed:


Buyer

12-3-90

Interstate Commerce Commission
Washington, D.C. 20423

1/25/91

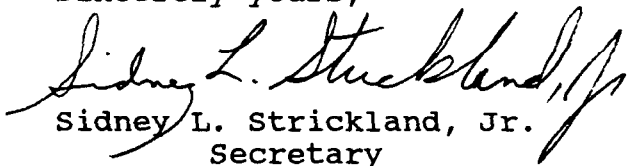
OFFICE OF THE SECRETARY

Milton C. Smith VP
First Citizens Bank
P.O.Box 31727
Charlotte, N.C. 28231

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/25/91 at 3:20pm, and assigned recordation number(s). 17211, 17211-A & 17211-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SECURITY AGREEMENT

Date Dec 14, 1990

ROZ POWELL BLAKE
Laura A. Blake of HICKLENBURY County, State of North
Carolina whose address is 3216 CHAUCER DR CHARLOTTE N.C. 28210, hereinafter called "Debtor",
for valuable consideration, receipt of which is hereby acknowledged, hereby grants to First-Citizens Bank & Trust Company,

a North Carolina Banking Corporation with one of its principal offices in Charlotte said state, hereinafter called "Secured Party", a security interest in, and mortgages to Secured Party, the following property and any and all additions, accessions thereto, or after acquired similar properties, hereinafter called the "Collateral" as

follows: 1947 Santa Fe "Vista Canyon" Pullman
Standard Observation Railroad Sleeping Car
Amtrak # 800504

to secure payment of a debt of \$ 45000.00 as evidenced by note or notes of even date herewith and also any and all liabilities of Debtor to Secured Party under this agreement or said note or notes or any renewals or extensions thereof (all hereinafter called the "obligations") () If checked, the "Collateral" secures future advances made pursuant to the note referenced above.

Debtor hereby warrants and covenants that

(a) The collateral is bought or used primarily for

_____ Personal, family or household purposes

 Farming operations

✓ Business use

and if checked here ☒, is being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the collateral.

(b) The collateral will be kept at 1417 N. Tryon Street
Charlotte N.C. 28204

Debtor will promptly notify Secured Party of any change in the location of the collateral within said state, and debtor will not remove the collateral from said state without written consent of the Secured Party.

(c) If the collateral is bought or used primarily for business use, Debtor's place of business in said state (if any) is that shown at the beginning of this agreement, and all other places of business of Debtor in said state outside of the town or city mentioned in

the previous clause are located as follows (If none, so state) N/A

(d) If the collateral is bought or used primarily for personal, family or household purposes, or for farming operations use, or if Debtor has no place of business in said state, Debtor's residence in said state is that shown at the beginning of this agreement.

(e) If the collateral is to be attached to real estate, a description of the real estate is as follows _____

and the name of the record owner is N/A, and if the collateral is attached to real estate prior to the perfection of the security interest hereby, Debtor will on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest

This agreement is subject to the additional provisions set forth on the back side of hereof, the same being incorporated herein by reference

IN TESTIMONY WHEREOF the corporate Debtor has caused this instrument to be executed in its corporate name by its _____ President attested by its _____ Secretary and its corporate seal to be hereto affixed by order of its Board of Directors first duly given, this the day and year first above written

IN TESTIMONY WHEREOF, Debtor, if an individual, has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, if Debtor is a partnership, such partnership has caused this instrument to be executed in its partnership name by its undersigned partner(s) and has adopted as its seal the word "SEAL" appearing beside its name, this the day and year first above written

✓ Henry P. B. B. B. (SEAL)

Laura Annos Blake (SEAL)

BY _____ President

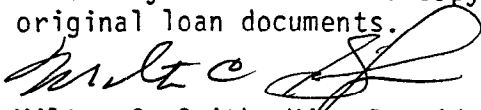
BY _____ (SEAL)

ATTEST _____ Secretary
(CORPORATE SEAL)

BY _____ (SEAL)

January 14, 1991

I certify this is a true copy of First Citizens Bank's
original loan documents.


Milton C. Smith, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

To-wit:

I, Margaret H. Mudry, a Notary Public in and for the County of
Mecklenburg in the State of North Carolina, do certify that

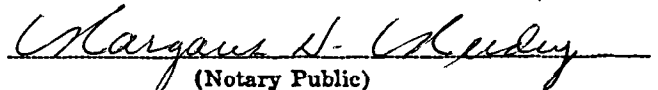
Milton C. Smith, Vice President, and

_____, whose names are signed to the foregoing agreement dated the

14th day of January, 1991, have personally appeared before me and
the same being fully explained have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this 14th day of January, 1991

My commission expires on the 3rd day of March, 1993


(Notary Public)

Laura A. Blake

3216 Chaucer Drive

Charlotte, N.C. 28210

NOTE

45,000.00 DEC 14 1990 7079653

Amount of Note

Date of Execution and Delivery

Note Number

Name and Address in Which Account is to be Established

FOR VALUE RECEIVED, the undersigned maker(s), jointly and severally, promise(s) to pay to the order of FIRST-CITIZENS BANK & TRUST COMPANY at its office in

North Carolina, or at such other place as the holder hereof may from time to time designate in writing in collected funds or U.S. legal tender, the sum of

Forty Five Thousand Dollars together with interest accrued from the date hereof on the unpaid principal balance at the interest rate or rates per annum specified below until paid in full and the undersigned maker(s) also promise(s) to pay late charges, loan fees and the Credit Life Insurance premium charges, if any, as specified herein, all payments to be made as specified herein, and to be applied first to late charges, due, if any, loan fees, if any, Credit Life Insurance premium charges, if any, then to interest, both accrued to day payment due, or to date payment made, at Bank's option, and thereafter to the unpaid principal balance. Maker(s) also promise to pay the cost of all fees paid or to be paid to public officials for recording, perfecting, maintaining, cancelling and/or releasing a security interest in any collateral securing this Note. Interest is to be accrued and principal, interest and insurance premiums are to be paid as follows

INTEREST RATE (Complete Section A or B or C. Sections not completed are deleted. "I.M.M.S." means Insured Money Market Savings.)

(A) At the rate of 12.00 percent per annum.

(B) At the rate of _____ percent per annum above the () Prime Rate () I.M.M.S. rate established by First-Citizens Bank & Trust Company, not to exceed a maximum total rate of _____ percent per annum nor fall below a minimum total rate of _____ percent per annum, and increases or decreases in the total rate due to changes in the Prime Rate or I.M.M.S. rate, as applicable, shall become, effective on the calendar day such change in the Prime Rate or the I.M.M.S. rate takes place unless otherwise checked below

() Increases or decreases in the total rate due to changes in the Prime Rate shall be effective on the first day of the month following the month in which such changes of the Prime Rate takes place. In the event of multiple changes in the Prime Rate during any one calendar month period, the Prime Rate established by the change next preceding the first day of the month following such change shall be applicable.

(C) At the rate of _____ percent per annum until _____ 19____ and after such date First-Citizens Bank & Trust Company has the right upon thirty days' notice to establish the interest rate in its discretion.

PRINCIPAL PAYMENT TERMS (Complete Section A or B or C or D. Sections not completed are deleted.)

(A) Payable on _____ (Complete the blank with the word "demand")

(B) Payable in one single payment on _____ 19____ (hereinafter referred to as "Maturity")

(C) Payable in 47 equal consecutive Monthly payments of \$ 4185.03 each commencing on Jan 14 1991 and on the same day of each such calendar period thereafter and on final payment of balance due on Dec 14 1994, unless sooner paid.

(D) Payable on the _____ day of each of the months listed below and on the same basis each year thereafter until paid in full

\$ _____ due _____ 19 ____ \$ _____ due _____ 19 ____ \$ _____ due _____ 19 ____

\$ _____ due _____ 19 ____ \$ _____ due _____ 19 ____ \$ _____ due _____ 19 ____

INTEREST PAYMENT TERMS AND INSURANCE PREMIUM PAYMENT TERMS, IF APPLICABLE (Complete Section A or B. Payment terms not completed are deleted.) In addition to the following, interest and insurance premiums, if applicable, shall be due at such times as principal is due in accordance with the above schedule of "PRINCIPAL PAYMENT TERMS"

(A) Payable in full at _____ (Complete the blank with the word "maturity")

(B) Payable Monthly beginning Jan 14 1991 and consecutively on the same calendar day of each such calendar period thereafter (monthly, quarterly, semi-annually, etc.)

IF EITHER OF THE PRINCIPAL PAYMENT TERMS ADJACENT TO A + IS SELECTED ABOVE, THE PAYMENT AMOUNT STATED IS TO INCLUDE INTEREST AND INSURANCE PREMIUM DUE UNLESS OTHERWISE CHECKED BELOW

() The payment amount stated above under "PRINCIPAL PAYMENT TERMS" IS NOT to include interest or insurance premium due, if applicable

Variable Rate Notwithstanding any other provision herein, if the interest rate increases during the term of the loan, Bank may (1) increase the amount of the periodic payment to have the loan amortized at the original maturity, (2) extend the maturity, or (3) require the resulting increase to be paid at the original maturity, or any combination of the foregoing all in Bank's discretion as determined from time to time by Bank. (Except that if this loan is subject of Section 226.19(b) of Federal Reserve Regulation Z, the foregoing shall not be enforced in conflict with the disclosures given pursuant thereto)

LOAN FEE (Only applicable if completed.) A loan fee of \$ _____ is due and payable upon execution of this Note

COLLATERAL This note is secured by the collateral hereinafter described as follows: 1947 Santa Fe "Vista Canyon" Pullman Standard Railroad Sleeper Car Amtrak #800504

LOAN AGREEMENT (Only applicable if completed.) This loan is subject to the terms and conditions set forth in a Loan Agreement dated _____ between the makers hereof and the Bank, which terms and conditions are incorporated herein by reference. If checked (), the Loan Agreement provides for future advances of loan proceeds.

LATE CHARGE Unless the principal and interest are repayable in one single payment, there shall be a charge of 4% of the unpaid balance of any payment past due for 15 days or more

Bank's "Prime Rate" of interest, as that term is used in this instrument, means that rate established by Bank and identified as such in literature published and circulated within Bank's offices, and the use of such term shall be used as a means of identifying a rate of interest index and not as a representation by Bank that such rate is necessarily the lowest or most favorable rate of interest offered to borrowers of Bank generally and no party to this instrument or any endorser or guarantor shall have a claim or a right of action based on such premise. All parties to this Note agree that the interest rate provided for herein shall apply, to the extent allowed by applicable law, any indebtedness due following the obtaining of a judgment relating to the collection of this Note.

If this note is signed by more than one person, this note shall be the joint and several obligation of all signers and each provision of the note shall apply to each and all of the signers and to the property and liability of each and all of them. The Maker(s) recognize and agree that all of the terms and conditions appearing on the reverse side of this note are hereby incorporated by reference and are a material part of this note

INSURANCE DISCLOSURES

Any insurance offered or required in connection with this loan is not required to be purchased from Bank or a subsidiary or affiliate of Bank.

Credit Life Insurance

No credit insurance is provided unless the person(s) to be insured under such credit insurance policy signs the appropriate statement below.

Any Credit Life Insurance obtained in connection with this credit extension will be procured subject to the terms and conditions of the policy issued herewith on the person(s) signing below and such insurance may be cancelled at any time by such person(s) upon written notification to Bank of such desire. The person(s) signing below warrants that he/she has not attained age 65 on this date and is now in good health and free from physical disorder and does hereby authorize every physician and/or hospital to disclose all of his/her medical history prior to the date of this credit extension and has written his date of birth beside his signature.

I desire Credit Life Insurance purchased through Bank

Date of Birth _____ Borrower/Person to be insured

Date of Birth _____ Borrower/Person to be insured

☐ Check if Preferred Risk

Property Insurance If property insurance is required for this loan you may furnish it through existing policies owned by you or you may obtain it through any insurer authorized to transact insurance business in this State

IN TESTIMONY WHEREOF First Citizens Bank & Trust Company has caused this instrument to be executed in its corporate name by the undersigned officer

FIRST-CITIZENS BANK & TRUST COMPANY

Building No

021

By _____ Officer No

01170

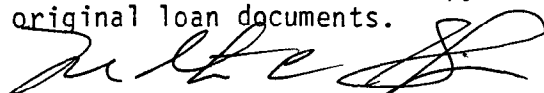
I N D I V I D U A L	IN TESTIMONY WHEREOF, each individual Maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, this the day and year first above written	
	<i>Rory P. Blake</i> (SEAL)	1727007
	<i>Laura A. Blake</i> (SEAL)	1726602
	_____ (SEAL)	_____

P A R T N E R S H I P	IN TESTIMONY WHEREOF the Partnership (Maker) has caused this instrument to be executed in its Partnership name by its duly authorized partners, this the day and year first above written	
	Name of Partnership _____ (SEAL)	
	By _____ Partner (SEAL)	_____
	By _____ Partner (SEAL)	_____

C O R P O R A T E	IN TESTIMONY WHEREOF the corporate Maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary and its corporate seal to be hereto affixed by order of its Board of Directors first duly given, this the day and year first above written	
	(Corporate Name) _____	
	By _____ President	_____
	Attest _____ Secretary	_____

January 14, 1991

I certify this is a true copy of First Citizens Bank's
original loan documents.


Milton C. Smith, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

To-wit:

I, Margaret H. Mudry, a Notary Public in and for the County of
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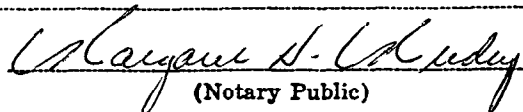
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GIVEN under my hand and notarial seal this 14th day of January, 1991

My commission expires on the 3rd day of March, 1993


(Notary Public)